

TERMS AND CONDITIONS

GENERAL

1. Line sharing will be permitted for any ADSL technologies. As additional technologies that may be compatible with existing services on a loop become available, the parties will address their possible deployment. The ADSL technology used by the CLEC will be within the PSD mask parameters set forth in T1.413 or other applicable industry standards.
2. To order a shared line, a CLEC must have a POTS splitter collocated in the central office that serves the end-user of that line, and the CLEC must provide the end-user with, and is responsible for the installation of, a splitter, filter(s) and/or other equipment necessary for the end-user to receive separate voice and data services across the same loop.
3. Line sharing will be implemented in phases. The details of each phase are set out in Appendix A to these Terms and Conditions.
4. During Phase I of line sharing implementation, the CLECs will not order conditioning or deconditioning of shared lines to remove load coils, bridged taps or electronics. If U S WEST begins conditioning or deconditioning lines for its Megabit services, CLECs will have the same option. In later phases, the CLEC may be able to order conditioning or deconditioning of a loop to make it capable of supporting ADSL.
5. The CLECs initially will use U S WEST's existing pre-qualification system and order processes to pre-qualify and order shared lines. U S WEST and the CLECs will continue to work together to modify these processes and systems to better support line sharing.
6. U S WEST will initially provision shared lines within the current standard unbundled loop provisioning interval. The parties acknowledge that this interval is subject to change based on systems mechanization and/or relevant state or federal regulatory orders,

COLLOCATION AND OPERATION OF LINE SHARING EQUIPMENT

7. CLECs will have the option to either purchase the central office POTS splitter of its choosing or to have U S WEST purchase the splitter on the CLEC's behalf. The CLEC will lease the POTS splitter to U S WEST at no cost. Subject to agreed to or ordered pricing, U S WEST will install and maintain the splitter in the central office. U S WEST will install the splitter in one of three locations in the central office: (a) in a relay rack as close to the interconnection distribution frame (ICDF) or the CLEC DS0 termination points as possible; (b) on the ICDF; or (c) where options (a) and (b) are not available, on the main distribution frame or in some other appropriate location. U S WEST will pre-wire the splitter data ports to the CLEC collocation area. The issue of splitter placement in the central

office may be revisited after initial implementation to explore additional options and configurations.

8. The CLECs may use any central office POTS splitter meeting either of the following criteria: (a) the splitter was tested during the technical tests ordered by the Minnesota Public Utilities Commission in Docket No. P-999/CI-99-678; or (b) the splitter meets the requirements for central office equipment collocation set by the FCC in its March 31, 1999 order in CC Docket No. 98-147.
9. U S WEST will revise collocation applications to include requests for information regarding line sharing equipment. If a CLEC requests that a central office where it is not currently collocated be provisioned for line sharing, the CLEC will indicate its request on the collocation application for that central office. If the CLEC's collocation application is accepted, U S WEST will make the office ready for line sharing during the interval applicable to the CLECs request for collocation.

LINE SHARING SCHEDULE FOR MINNESOTA CENTRAL OFFICES WHERE PARTICIPATING CLECS ARE CURRENTLY COLLOCATED

10. On December 3, 1999 the CLECs will identify for U S WEST three central offices in the Twin Cities metropolitan area that U S WEST will make service ready for line sharing by January 10, 1999 ("the Initial COs"). To be "service ready for line sharing," a central office must have all splitters for all of the CLECs that timely provided splitters for collocation in the central office installed, tested and accepted. If a CLEC does not provide its necessary equipment for requested splitter collocation on time, the CLEC will separately negotiate with U S WEST the interval for installation of the splitter in the central office.
11. By December 10, 1999 the CLECs will provide to U S WEST a prioritized list of the central offices in Minnesota, other than the initial COs, that the CLECs want to be made service ready for line sharing (the "Prioritized List"). The CLECs will complete applications for the collocation of line sharing equipment in those central offices by December 17, 1999.
12. On January 10, 1999, U S WEST will begin accepting orders for shared lines to end-users served out of the initial COs. The CLECs and U S WEST will work together to address any operational issues.
13. To deploy POTS splitters in an Initial CO or in a central office from the Prioritized List on the schedule set forth in this stipulation, the CLEC must either (a) have an existing presence and DSLAM equipment in the central office; or (b) have a pending application for collocation of DSL equipment in the central office on record as of December 1, 1999.
14. If U S WEST receives an application for new collocation in a central office where the applying CLEC does not already have a presence after December 1, 1999, U S WEST will treat the application as a standard collocation application under

the terms and conditions of the applicable interconnection agreement. Line sharing in such offices will begin on an agreed to schedule at the end of the Prioritized List schedule.

15. U S WEST and the CLECs agree to work together to address and, where necessary and possible, find solutions for the following "Line Sharing Implementation Issues": (a) the implementation of an effective process to handle CLEC orders for shared lines; (b) U S WEST's ability to handle the existing and forecasted volume of CLEC orders for shared lines; (c) U S WEST's ability to make central office loop assignments for the existing and forecasted volume of CLEC orders for shared lines; (d) the ability of U S WEST and the CLECs to coordinate repairs; (e) the experience of the shared line customer; (f) the CLEC's forecasts of shared line orders.
16. U S WEST will begin installing available POTS splitters in the central offices identified on the Prioritized List, in the order identified on the list, so that the first installations are completed by February 1, 2000. U S WEST will endeavor to make three to five central offices per week service ready for line sharing. U S WEST will continue to install the splitters independent of any decisions regarding U S WEST's ability to take orders out of any central office immediately following completion of the installation.
17. U S WEST commits to make between 15 and 23 central offices from the Prioritized List service ready for line sharing, and to begin accepting shared line orders out of those central offices, by February 28, 2000. U S WEST and the CLECs agree to jointly review and revise U S WEST's ability to meet this commitment weekly based on the Line Sharing Implementation Issues.
18. On January 10, 2000, and periodically thereafter, (a) the CLECs will provide U S WEST with updated six-month forecasts for shared line orders in Minnesota; and (b) U S WEST will provide the CLECs with an updated six-month forecast of its ability to provision shared line orders in Minnesota. For the initial implementation between January 10, 2000 and March 31, 2000, the CLECs will provide U S WEST with these forecasts bi-weekly.
19. On February 15, 2000, U S WEST will provide the CLECs with a list of the central offices appearing on the Prioritized List from which U S WEST is not yet accepting shared line orders. The parties will agree on a schedule identifying when U S WEST will begin accepting shared line orders out of those offices.
20. On or about February 28, 2000, U S WEST and the CLECs will report back to the Commission, designated sub-commissioners or a lead commissioner (at the Commission's discretion) regarding their progress in implementing this stipulation.

REPAIR AND MAINTENANCE

21. U S WEST will allow the CLECs to access the shared line at the point where the combined voice and data loop is connected to the ICDF. The point of demarcation will be at the place where the data loop leaves the splitter on its way to the CLEC's ADSL equipment.
22. U S WEST will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the point of demarcation in the central office. CLECs will be responsible for repairing data services. Each entity will be responsible for maintaining its own equipment. The party that controls the central office splitter will be responsible for maintaining it.
23. U S WEST and the CLECs will work together to diagnose and resolve any troubles reported by the end-user and to develop a permanent process for repair of shared lines. In the interim, U S WEST and CLECs will work together to address customer initiated repair requests and to prevent adverse impacts to the customer.

PRICING

24. U S WEST and the CLECs agree to the following negotiated, interim prices for shared lines and the collocation of splitters. The negotiated shared line price of \$6.05 and the non-recurring installation charge will be subject to true up based on a separate TELRIC-based cost docket that the parties will jointly request be initiated and completed by the Commission as a contested case proceeding within 180 days from the date of this stipulation.

Category	Element	Interim Price
Shared Line Non-Recurring	Installation charge	IA* price for basic installation
	Trouble Isolation Charge	IA price
Shared Line Recurring	Shared line	\$6.05
	2 EICT (Expanded Interconnection Channel Terminations)	IA price
Splitter Collocation Non-Recurring	Installation (See Paragraph 24)	IA price (time and materials)
Splitter Collocation Recurring	Equipment bay – per shelf	IA price
	Tie cable terminations	IA price

* The interconnection agreement for the CLEC ordering the shared line.

25. U S WEST and the CLECs will ask the Commission to address the subject of appropriate cost recovery for operational systems upgrades related to line sharing in the cost docket referenced in Paragraph 24.

26. U S WEST agrees to impute to its Megabit product tariff a shared line cost of at least \$6.05. The shared line price set forth in the table above will be \$0 until such time as the Megabit tariff imputing the shared line cost becomes effective.
27. For purpose of the collocation of splitters in the initial COs and the central offices identified on the Prioritized List, U S WEST and the CLECs agree that the costs normally associated with the quote preparation fee in the U S WEST/CLEC interconnection agreements will be calculated on a time and materials basis and included in the installation charges. The parties agree that installation charges will be paid by the CLECs after receipt of an invoice from U S WEST detailing the time and material charges. Nothing in this paragraph is intended to waive or otherwise affect any party's right to dispute the appropriateness of any element of this installation charge.

OTHER

28. U S WEST and CLEC will make customers aware of the conditions described on Appendix B to these Terms and Conditions when that customer orders CLEC services across a shared line

APPENDIX A

In order to facilitate its work, the parties agreed that line sharing should be implemented in phases, and made the following assumptions about those phases:

Phase I – Those items that are necessary to make line sharing work in the first instance.

Line Sharing will be available where:

1. The customer is an existing U S WEST voice customer. If the customer cancels or loses U S WEST voice service for any reason, the customer will also lose the CLEC's DSL service.
2. U S WEST provides the voice service and the CLEC provides the data service.
3. The classes of service are simple business or simple residence (either flat-rated or measured-rated).
4. There are no load coils, electronics or excessive bridged taps on the line and conditioning is not needed to make the line DSL-compatible.
5. The customer has voice service from U S WEST and wishes to establish data services from the CLEC.
6. The customer has voice and data services from U S WEST and wishes to convert the data service to a CLEC.
7. The customer has voice service from U S WEST and data service from a CLEC and wishes to disconnect the data service without disconnecting or changing the U S WEST voice service.

Phase II – Those items that are less important and therefore can wait until after Phase I is complete.

Line sharing will be available where:

1. The customer has voice service from U S WEST and data from a CLEC and wishes to convert data services over to U S WEST.
2. The customer has voice service from U S WEST and data from a CLEC and wishes to disconnect both services with one contact.

Phase III – Those items that need to be resolved, but are not critical for deployment.

Line sharing will be available where:

1. The customer wishes to establish both new voice service from U S WEST and new data service from a CLEC at the same time.
2. The customer has voice service from U S WEST and data from a CLEC and wishes to disconnect the voice portion of the line and keep the data portion of the line.
3. The customer has voice service from U S WEST and data from a CLEC and wishes to convert the data service from one CLEC to another.
4. The customer has voice service from U S WEST and data from a CLEC and wishes to transfer both services from one location to another with one contact.

At this time, the parties agreed that Line sharing will not be available where:

1. The customer has had its number ported to another local service provider either through interim number portability or long-term local number portability.

APPENDIX B

1. The customer should call U S WEST for problems related to its voice service. The customer should call its CLEC contact for problems related to its data service.
2. The customer's data service is dependent on their voice service. If there is a problem with the physical line that brings down the voice service completely, the customer may also lose data services for some period of time.
3. Customers will lose CLEC data services during Phase I implementation if U S WEST voice services across the line are cancelled or terminated for any reason.
4. During Phase I implementation, customers must make separate arrangements with both U S WEST and the CLEC contact for DSL services if the customer wishes to transfer both services to a new location

AFFIDAVIT OF SERVICE BY MAIL

STATE OF MINNESOTA

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) ss.

Docket No. P-999/C1-99-678

COUNTY OF RAMSEY

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Debra Casaw, being first duly sworn, deposes and states that on the 3rd day of December, 1999, she served the Stipulation approved by the Commission upon:

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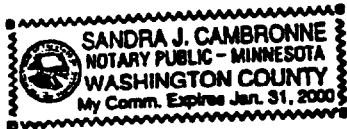
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(which are the last known addresses of said parties) by depositing true and correct copies thereof in the United States mail, postage prepaid.

Della Casaw

Subscribed and sworn to before me this
3rd day of December, 1999.

Sandra J. Cambronne
Notary Public



ATTACHMENT D